



**IN THE DISTRICT COURT IN AND FOR TULSA COUNTY
STATE OF OKLAHOMA**

MICHELE L. SIMS

Plaintiff,

vs.

**UNUM LIFE INSURANCE
COMPANY OF AMERICA,
a foreign corporation,**

Defendant.

CJ-2013-00370

Case No. _____

Judge _____

LINDA C. MORRISSEY

DISTRICT COURT

FILED

Attorney's Lien Claimed

Jury Trial Demanded

JAN 22 2013

PETITION

**SALLY HOWE SMITH, COURT CLERK
STATE OF OKLA: TULSA COUNTY**

COMES NOW the Plaintiff, Michele L. Sims, and for her cause of action against the Defendant, alleges and states as follows:

1. Michele L. Sims is a resident of Tulsa County, State of Oklahoma.
2. Defendant, UNUM Life Insurance Company of America is a foreign corporation, domiciled in the State of Maine, with its principal place of business in Portland, Maine. At all relevant times, UNUM was authorized to do business within the State of Oklahoma and within Tulsa County, Oklahoma. Benefit determinations with respect to Michele Sims' claim made pursuant to the Plan were made by UNUM.
3. That all the events relating to Michele L. Sims' cause of action against the Defendant occurred in Tulsa County, State of Oklahoma.
4. Michele L. Sims is the beneficiary under a long-term disability policy issued by the Defendant, Policy No. 395036.002.
5. Michele L. Sims was an employee of Hall, Estill, Hardwick, Gable, Golden & Nelson and, by virtue of her employment there, was made available to her a long-term disability plan which was underwritten and administered by the Defendant.

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 SALLY HOWE SMITH
 COURT CLERK
 STATE OF OKLA: TULSA COUNTY

6. After a long and faithful employment, Michele L. Sims began to develop serious and debilitating back problems. Her physicians, including Dr. Edwards and Dr. Anthony, have submitted medical records to the Defendant indicating that Ms. Sims is totally and completely disabled and unable to do ordinary routines in such a form or fashion that would allow her to be gainfully employed. Dispute this overwhelming medical evidence of disability of Ms. Sims, and despite her stellar work history, the Defendant, after completing an administrative review, has denied her benefits with the final denial being made on April 30, 2012.

7. Ms. Sims is entitled to a monthly long-term disability benefit in the sum of Four Thousand, Two Hundred Seventy and No/100 Dollars (\$4,270.00) from August, 2011 to present.

8. That the Defendant, under the terms of its insurance contract with Ms. Sims, failed to pay Ms. Sims benefits under the terms of said contract.

9. Ms. Sims directly requests that she be awarded all contractual benefits due and owing to her over the period of her disability, along with interest thereon, as well as any and all approximately caused damage.

10. The denial of this claim was arbitrary, capricious and, accordingly, an attorney fee should be awarded.

SECOND CAUSE OF ACTION

11. Michele L. Sims realleges and restates all material allegations contained in this Petition as if all was set forth within this cause of action.

12. The Defendant has denied long-term disability payments to Michele Sims as required under the terms and conditions of the policy in full, force and effect.

13. The Defendant, under its insurance contract with Ms. Sims, had, and continues to have, a duty to deal with Ms. Sims in good faith.

14. That the conduct of Defendant includes, but is not limited to, failing to properly investigate Ms. Sims' claim, narrowly performed its duties under the terms and conditions of this contract, failing and refusing to award benefits to Ms. Sims under the terms of the policy, all which constitutes a breach of Defendant's duties to Ms. Sims, and breach of implied covenant of good faith and fair dealing owed by the Defendant to Ms. Sims.

15. The bad faith conduct of the Defendant herein is the proximate cause of the damages sustained by Michele L. Sims.

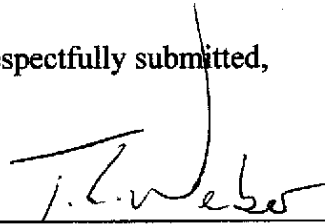
16. As a result of Defendant's conduct, Ms. Sims sustained actual damages in excess of Seventy-Five Thousand and No/100 Dollars (\$75,000.00) for which Defendant is responsible. Further, Ms. Sims prays that the Court submit the issue of punitive damages to the jury and that the jury award punitive damage in an amount in excess of Seventy-Five Thousand and No/100 Dollars (\$75,000.00) in order to punish the Defendant, and to set an example for all other of its insurers operating in the State of Oklahoma so that conduct similar to Defendant toward Ms. Sims can be avoided in the future.

17. As to each of Ms. Sims' causes of action against the Defendant, Ms. Sims seeks an award of attorney's fees and costs as provided and allowed pursuant to Oklahoma law.

WHEREFORE, PREMISES CONSIDERED, Michele L. Sims prays that she be awarded actual damage in excess of Seventy-Five Thousand and No/100 Dollars (\$75,000.00); that she be awarded punitive damage in excess of Seventy-Five Thousand and No/100 Dollars (\$75,000.00); that she be awarded prejudgment interest, attorney's fees and costs as appropriate

under Oklahoma law and that the Court grant Michele L. Sims any and all further relief deemed just and equitable.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "T. L. Weber", is written over a horizontal line.

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